

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT
(IASC Selling SPED Programming to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE**, hereinafter referred to as "**ISD 6070**", and **INDEPENDENT SCHOOL DISTRICTS NO. 118 - NORTHLAND, NO. 002 - HILLCITY, NO. 316 – GREENWAY, NO. 317 – DEER RIVER, NO. 319 – NASHWAUK-KEEWATIN, AND NO. 698 – FLOODWOOD**, hereinafter referred to as "**DISTRICT**".

RECITALS

The parties hereto recite and declare:

- A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
- B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
- C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070**. **ISD 6070** desires and agrees to provide the special education services to **DISTRICT**, as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2026 and shall continue in full force and effect until the 30th day of June, 2027 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30 unless agreed upon by both parties to separate sooner.

SPECIAL EDUCATION SERVICES PROVIDED. **ISD 6070** shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SPECIAL EDUCATION SERVICES.

- A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
- B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
- C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SPECIAL EDUCATION SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs in an amount proportionate to **DISTRICT**'s previous year end total Average Daily Membership (ADM). An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of special education services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

- D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
- E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

- F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.
- G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
- H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
- I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.
- J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

- A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
- B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

SPECIAL EDUCATION PROGRAM SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: 698 - Floodwood Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

DISTRICT: 118 - Northland Community Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

DISTRICT: 002 - Hill City Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

DISTRICT: 316 - Greenway Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

DISTRICT: 317 - Deer River Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

DISTRICT: 319 - Nashwauk-Keewatin Schools

By _____

By _____

Its _____

Its _____

Date _____

Date _____

ISD #6070, Itasca Area Schools Collaborative:

By _____

By _____

Its _____

Its _____

Date _____

Date _____